

OFFEROR SUBMISSION PACKAGE

SOLICITATION: SP0600-06-R-0224, FEMA PC&S PROGRAM 3.2F

**THE ENCLOSED SOLICITATION COVERS THE PERIOD: Date of Award
THROUGH: 31 DEC 2009**

INSTRUCTIONS:

1. The original completed package must be returned to: Gloria Edmonds /DESC-PEA/RM 3928/Defense Energy Support Center/8725 John J. Kingman Road, Suite 4950/Fort Belvoir, VA 22060-6222 as your offer. All documents to be filled in or completed are contained in this Offeror Submission Package (OSP):
 - ☒ Standard Form SF 1449, Solicitation/Contract/Order for Commercial Items
 - ☒ All applicable fill-in clauses
 - ☒ Contractor Performance Data Sheets-Attachment A
 - ☒ Price Data Sheets-Attachment B
2. Be sure to proof-read all offered prices submitted. They must be in actual dollars per gallon (e.g. \$0.0000), not price differentials. Prices should be listed on the price data sheet provided.
3. Be sure to check your offer for accuracy and legibility prior to submission. Initial all changes and sign and date the Standard Form 1449 in ink.
4. Facsimile Proposals may be submitted in accordance with Clause L2.11-3 FACSIMILE PROPOSALS (NOV1999).
5. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer, unless exceptions are clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SPO600-06-1262		PAGE 1 OF 24									
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPO600-06-R-0224		6. SOLICITATION ISSUE DATE SEPTEMBER 29 2006							
7. FOR SOLICITATION INFORMATION CALL: ▶		a. NAME TIFFANY WILSON/GLORIA EDMONDS				b. TELEPHONE NUMBER (no collect calls) (703) 767-9519		8. OFFER DUE DATE/LOCAL TIME OCTOBER 16, 2006 @ 3:00PM LOCAL FORT BELVOIR TIME							
9. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD, SUITE 4950 FORT BELVOIR, VA 22060-6222 PHONE: (703) 767-9510 9519 FAX: (703) 767-8506 tiffany.wilson@dla.mil / gloria.edmons@dla.mil		CODE SP0600		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 424720 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30 DAYS							
15. DELIVER TO SEE SCHEDULE IN CLAUSE B1.01-100		CODE		16. ADMINISTERED BY SEE BLOCK 9		CODE									
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY SEE CLAUSE G150.06.100											
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM											
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT					
		SEE CLAUSE B1.01.100 (Attach additional Sheets as Necessary)													
25. ACCOUNTING AND APPROPRIATION DATA 97XXXXX930.5CF0 01 26.01 S33150						26. TOTAL AWARD AMOUNT (For Govt. Use Only)									
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [] ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.															
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.															
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES, WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS.									
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)											
30b. NAME AND TITLE OF SIGNER (Type or Print)				30c. DATE SIGNED				31b. NAME OF CONTRACTING OFFICER (Type or Print)				31c. DATE SIGNED			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR							
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER							
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)					
								42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

C16.69 FUEL SPECIFICATIONS (PC&S) (DESC AUG 2006)

Supplies delivered under this contract shall conform to all Federal, State, and local environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. This includes delivery of fuel and documentation in a manner consistent with any existing or after-imposed Title V (Clean Air Act) Permits. The list of such requirements contained in this contract is not intended to be a complete list, and the Contractor shall be responsible for determining the existence of all such requirements. Selected regional environmental requirements are highlighted in the SPECIFICATIONS (CONT'D) clause. In the event that a Federal, State, or local environmental requirement is more stringent than a specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply. Product(s) to be supplied shall fully meet the requirements of the applicable specification(s) as cited below.

NOTE: Gasoline, gasohol and reformulated gasoline Reid Vapor Pressure (RVP) specification requirements are seasonal and vary geographically throughout the United States. Therefore, Contractors are expected to know the local, State, or Federal RVP requirements of areas being supplied and comply with those requirements.

(a) **GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Product shall conform to ASTM D 4814, as modified below.

(1) **OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasoline shall meet the Anti-Knock Index (AKI) requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	<u>AKI, MINIMUM</u>
		<u>CODE</u>	
9130-00-148-7103	Gasoline, Regular Unleaded	MUR	87
9130-01-272-0983	Gasoline, Midgrade Unleaded	MUM	89
9130-00-148-7104	Gasoline, Premium Unleaded	MUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasoline, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(2) **OXYGENATE REQUIREMENTS.**

(i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, supplies shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.

(ii) Blending of oxygenates into gasoline to meet oxygenated fuel requirements shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional gasoline requirements.

(b) **GASOHOL, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM.** Products shall conform to Commercial Item Description (CID) A-A-52530 dated October 10, 1995, as modified below. In accordance with Executive Order 12261 of January 5, 1981, "Gasohol in Federal Motor Vehicles," Gasohol may be considered an acceptable substitute for Unleaded Gasoline. The Unleaded Gasoline items that permit the substitution of Gasohol are identified in the Schedule. Contractors are required to state, for each line item in their offer, whether Gasohol will be provided. Contractors will not be permitted to substitute Unleaded Gasoline under line items awarded as gasohol. Also, Contractors are not permitted to substitute gasohol for gasoline under line items awarded as gasoline, except when Government regulations mandate use of fuel containing an oxygenate for control of carbon monoxide pollution.

(1) **OCTANE REQUIREMENTS.**

(i) Unleaded automotive gasohol shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	DESC PRODUCT	<u>AKI, MINIMUM</u>
		<u>CODE</u>	
9130-01-090-1093	Gasohol, Regular Unleaded	GUR	87
9130-01-355-2393	Gasohol, Midgrade Unleaded	GUM	89
9130-01-090-1094	Gasohol, Premium Unleaded	GUP	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(iii) For regular unleaded gasohol, in addition to an AKI of 87 minimum, the MON must not be less than 82.

(C16.69 CONT)**(2) OXYGENATE REQUIREMENTS.**

- (i) Ethanol concentration shall be between 9 and 11 volume percent.
- (ii) Blending of ethanol into gasoline to make gasohol shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.

(3) See the SPECIFICATIONS (CONT'D) clause for additional regional requirements affecting gasohol.

(c) REFORMULATED GASOLINE, AUTOMOTIVE, UNLEADED, GRADES REGULAR, MIDGRADE, AND PREMIUM. Product shall conform to ASTM D 4814, as modified by the Environmental Protection Agency (EPA) requirements detailed in 40 CFR Part 80 - "Regulation of Fuels and Fuel Additives; Subpart D Reformulated Gasoline". In part, these regulations mandate that Phase II complex model reformulated gasoline must meet three emissions performance requirements when compared to the baseline gasoline marketed by a refiner in 1990: a 27 percent reduction in emissions of volatile organic compounds (VOCs), a 22 percent reduction in emissions of toxic pollutants, and a 7 percent reduction in emissions of oxides of nitrogen (NOx). Further, Phase II complex model reformulated gasoline must meet two compositional requirements: 1.3 volume percent maximum benzene and no heavy metals (lead and manganese are examples of such metals).

(1) OCTANE REQUIREMENTS.

- (i) Reformulated gasoline shall meet the AKI requirements shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>AKI, MINIMUM</u>
9130-01-388-4080	Reformulated Gasoline, Regular	MRR	87
9130-01-388-4513	Reformulated Gasoline, Midgrade	MMR	89
9130-01-388-4524	Reformulated Gasoline, Premium	MPR	91

(ii) Reductions for altitude and seasonal variations are allowed for all AKI values in accordance with figures X1.2 and X1.3 of ASTM D 4814.

(2) OXYGENATE REQUIREMENTS.

- (i) In order to achieve minimum/maximum oxygen content limits specified per Federal, State, and local environmental requirements, suppliers shall only include oxygenates that are permitted by environmental regulations applicable to the time and place of delivery.
- (ii) Blending of permissible oxygenate into reformulated gasoline shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet contract requirements.
- (3) See the SPECIFICATIONS (CONT'D) clause for additional regional reformulated gasoline requirements.

(d) DIESEL FUEL.**(1) APPLICABLE TO ALL DIESEL GRADES.****(i) ADDITIVES.**

(A) A fuel stabilizer additive conforming to MIL-S-53021 may be blended into the fuel to improve the suitability of fuel for long term storage. Permissible additive concentrations are specified in the latest revision of QPL-53021.

(B) A corrosion inhibitor/lubricity improver additive may be blended into the fuel to inhibit corrosion and improve fuel lubricity. Permissible additive concentration limits are specified in the latest revision of QPL 25017.

(C) A fuel system icing inhibitor may be blended into the fuel to purge small quantities of water from the fuel and prevent the formulation of ice crystals. The additive concentration shall not exceed 0.15 volume percent when tested in accordance with ASTM D 5006.

(ii) **BLENDING.** Blending one grade of diesel fuel with another grade, or other compatible components, to produce a different grade or a variation within a grade is permitted. However, such blending shall be accomplished by mechanical mixing or agitation in a tank, or in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the desired fuel.

(iii) **LOW TEMPERATURE OPERABILITY.** The low temperature performance of diesel fuel shall be defined by one of the following two properties: Cloud Point or Cold Filter Plugging Point.

(A) **CLOUD POINT.** Unless a more restrictive cloud point limit is specified in the contract schedule, the cloud point shall be equal to or lower than the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(B) **COLD FILTER PLUGGING POINT (CFPP).** Unless a more restrictive CFPP limit is specified in the contract schedule, the maximum CFPP shall be 10 degrees Celsius below the tenth percentile minimum ambient temperature specified in Appendix X4 of ASTM D 975.

(C16.69 CONT)

(iv) **DYE.** As a means of identification, the Internal Revenue Service (IRS) requires that a red dye, identified as Solvent Red 164 (alkyl derivatives of azo benzene azo naphthol), must be added to all nontaxable diesel and all nontaxable kerosene used for purposes other than military jet fuel. The definitions of diesel and kerosene are provided in 26 CFR Section 48.4081-1. The minimum concentration is provided in 40 CFR Part 80.

(2) **APPLICABLE TO GRADES DS2, DS1, DSS, DSW, LS2, LS1, LSS, LSW, HS2 AND HS1 ONLY.** Product shall conform to commercial specification ASTM D 975. In accordance with this specification, product shall be visually free of undissolved water, sediment, and suspended matter. Product classification is shown below.

ULTRA-LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-524-0139	Grade No. 2-D S15 (ULSD)	DS2	0.0015 wt%	No
9140-01-524-5174	Grade No. 1-D S15 (ULSD)	DS1	0.0015 wt%	No
9140-01-541-6760	Grade No. 2-D S15 (ULSD)	DSS	0.0015 wt%	Yes
9140-01-541-6767	Grade No. 1-D S15 (ULSD)	DSW	0.0015 wt%	Yes

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-0697	Grade No. 2-D S500 ("low sulfur No.2-D")	LS2	0.05 wt%	No
9140-01-398-1130	Grade No. 1-D S500 ("low sulfur No.1-D")	LS1	0.05 wt%	No
9140-01-413-4919	Grade No. 2-D S500 ("low sulfur No.2-D")	LSS	0.05 wt%	Yes
9140-01-413-7494	Grade No. 1-D S500 ("low sulfur No.1-D")	LSW	0.05 wt%	Yes

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-398-1395	Grade No. 2-D S5000 ("regular No.2-D")	HS2	0.50 wt%	Yes
9140-01-398-1422	Grade No. 1-D S5000 ("regular No.1-D")	HS1	0.50 wt%	Yes

(3) **APPLICABLE TO GRADES DLS, DLW, DF2, AND DF1 ONLY.** Product shall conform to commercial specification ASTM D 975. In addition, product shall contain no more than 10 milligrams/liter (mg/L) of particulates as measured by ASTM D 6217. Product classification is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-413-7511	Grade No. 2-D S500 ("low sulfur No.2-D")	DLS	0.05 wt%	Yes
9140-01-412-1311	Grade No. 1-D S500 ("low sulfur No.1-D")	DLW	0.05 wt%	Yes

(C16.69 CONT)

HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-286-5294	Grade No. 2-D S5000 ("regular No.2-D")	DF2	0.50 wt%	Yes
9140-00-286-5286	Grade No. 1-D S5000 ("regular No.1-D")	DF1	0.50 wt%	Yes

(4) **APPLICABLE TO DIESEL GRADE #1 ONLY.** DESC frequently requires #1 diesel fuel grades when it is anticipated that the fuel may be exposed to temperatures below 10 degrees Fahrenheit (-12 degrees Celsius). These products shall conform to ASTM D 975 and additional requirements as specified above for each DESC product code. Although the Government does not encourage such actions, Contractors electing to deliver kerosene or Jet A to meet #1 diesel fuel requirements must—

(i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene or Jet A will meet requirements applicable to the specific product code, including particularly, sulfur, dye, lubricity, viscosity and cetane index; **AND**

(ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 diesel fuel is being delivered.

(5) See the SPECIFICATIONS (CONT'D) clause for additional regional diesel requirements.

(e) **FUEL OIL, BURNER, GRADES 1, 2, 4(LIGHT), 4, 5(LIGHT), 5(HEAVY), AND 6 (VIRGIN FUEL OILS).** Product shall conform to ASTM D 396, as modified by the requirements of paragraphs (1) through (7) below. Product classification is shown in the table below. **PRODUCT CONTAINING USED OIL SHALL NOT BE SUPPLIED.** (See paragraph (f) below for DESC product codes, national stock numbers, and detailed requirements applicable to blends of residual fuel with recycled lubricating oil.)

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>RED DYE</u>
9140-00-247-4366	Fuel Oil, Burner 1	FS1	Yes
9140-00-247-4365	Fuel Oil, Burner 2	FS2	Yes
9140-01-107-6139	Fuel Oil, Burner 4 (Light)	FL4	Yes
9140-00-247-4360	Fuel Oil, Burner 4	FS4	No
9140-01-058-4431	Fuel Oil, Burner 5 (Light)	FL5	No
9140-00-247-4359	Fuel Oil, Burner 5 (Heavy)	FS5	No
9140-00-247-4354	Fuel Oil, Burner 6	FS6	No

(1) These residual grades of burner fuel oil (Grades 4, 4(Light), 5(Light), 5(Heavy), and 6) shall consist of fossil-derived hydrocarbon stock. They may not contain used oil or other recycled petroleum components.

(2) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Burner Oil, Grades 4, 4(Light), 5(Light), 5(Heavy), and 6. The maximum allowable sulfur content for Burner Oil, Grades 1 and 2, shall be 0.5 weight percent or State/local environmental requirements, whichever is more stringent.

(3) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The requirement applies for line items with burner oil #4, burner oil #5 (heavy), burner oil #5 (light), and burner oil #6. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted, however, such blending shall be accomplished by mechanical mixing or agitation in a tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the grade produced.

(5) The maximum allowable ash content for Burner Oil, Grade 6, shall be .50 weight percent using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(6) Under United States regulations, Grades Number 1, 2, and 4(Light) are required by 40 CFR Part 80 to contain a sufficient amount of the dye Solvent Red 164 so its presence is visually apparent. At or beyond terminal storage tanks, they are required by CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 pounds per thousand barrels of the solid dye standard Solvent Red 26.

(C16.69 CONT)

(7) **APPLICABLE TO FUEL OIL, BURNER, GRADE #1 ONLY.** This product shall conform to ASTM D 396. Contractors electing to deliver kerosene (red dye) to meet #1 burner oil requirements must—

- (i) Provide certification to the Contracting Officer prior to 1 October of each year that the kerosene will meet #1 burner oil specifications, including , specifically, viscosity, distillation, density and pour point, **AND**
- (ii) For each delivery, submit relevant documents (delivery tickets, bills of lading, etc.) indicating that #1 burner oil is being delivered.
- (iii) All kerosene delivered to meet #1 burner oil must be tax free, i.e., dyed in accordance with IRS regulations.

(f) **FUEL OIL, BURNER, CONTAINING RECYCLED USED OILS, GRADES 4, 5(LIGHT), 5(HEAVY) AND 6.** Product shall conform to ASTM D 6823, as modified by the requirements of paragraphs (1) through (5) below. Product classification is shown in the table below.

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>
9140-01-468-9135	Fuel Oil, Burner, Grade RFC4	RF4
9140-01-468-9157	Fuel Oil, Burner, Grade RFC5L	R5L
9140-01-468-9147	Fuel Oil, Burner, Grade RFC5H	RF5
9140-01-468-9164	Fuel Oil, Burner, Grade RFC6	RF6

(1) **SULFUR REQUIREMENT.** Refer to the Schedule for the maximum allowable sulfur content of Grades 4, 5(Light), 5(Heavy), and 6.

(2) **NITROGEN REQUIREMENT.** The nitrogen content shall be tested using ASTM D 3228, Total Nitrogen in Lubricating Oils and Fuel Oils by Modified Kjeldahl Method, or ASTM D 4629, Trace Nitrogen in Liquid Petroleum Hydrocarbons by Chemiluminescence Detection. The nitrogen content is used to determine nitrous oxide (NOx) emissions in boiler systems as determined by State/local environmental agencies. The Contractor is required upon request from the Government to provide a copy of the test report, within two working days, that states the actual nitrogen content of fuel delivered.

(3) **INCLUSION OF OFF-SPECIFICATION USED OIL PROHIBITED.** 40 CFR Parts 266 and 279 define off-specification used oil. The supply of RF4, R5L, RF5, or RF6 containing off-specification used oil is not permitted.

[] The offeror represents that it will provide certified test reports with associated QC documents validating compliance with EPA used oil standards contained in 40 CFR Parts 266 and 279 or State/local requirements, whichever is more stringent, for all contract deliveries under the line items identified above to—

ATTN: DESC-BPE ROOM 2954
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN ROAD SUITE 4950
FORT BELVOIR VA 22060-6222

Offeror's EPA Identification Number: _____

(4) Blending of various compatible grades of burner oil to produce an intermediate grade is permitted, however, such blending shall be accomplished by mechanical mixing or agitation in tank, or by in-line blending, prior to loading the product into transport equipment, and the resultant product must meet all the requirements of the contract.

(5) The maximum allowable ash content for Burner Oil, Grade RF6, shall be 0.50 mass%, using ASTM D 874, Standard Test Method for Sulfated Ash from Lubricating Oils and Additives.

(g) **KEROSENE.** Product shall conform to ASTM D 3699. Classification of product is shown below.

LOW SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-01-292-4460	Kerosene, Grade No. 1-K	KS1	0.04 wt% max	No

(C16.69 CONT)

9140-01-461-3989	Kerosene, Grade No. 1-K	KSR	0.04 wt% max	Yes
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HIGH SULFUR GRADES

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>DESC PRODUCT CODE</u>	<u>MAXIMUM SULFUR CONTENT</u>	<u>RED DYE</u>
9140-00-242-6748	Kerosene, Grade No. 2-K	KSN	0.30 wt% max	Yes

NOTE: The IRS requires taxation of No. 1-K and No. 2-K kerosene upon removal from the terminal unless the kerosene is indelibly (cannot be removed) dyed or used for military jet fuel. These requirements, part of 26 CFR 48 - Manufacturers and Retailers Excise Taxes, were published in the July 1, 1998, Federal Register. Only undyed (taxable) No. 1-K kerosene is suitable for use in nonflued (unvented) kerosene burner appliances. No. 2-K kerosene (dyed or undyed) is unsuitable for nonflued (unvented) kerosene burner appliances.

The color test requirement is deleted if red dye has been added in compliance with IRS regulations; however, the resulting fuel/dye blend must have a red tint.

(DESC 52.246-9FW5)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____
(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(G9.06 CONT)

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC MAR 2003)

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: _____

(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____

(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK:

--	--	--	--	--	--	--	--	--

ACCOUNT TYPE CODE: (Contractor to designate one)

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____

(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: | | | | | | | | | | | | | | | | | | | | | |

(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: | | | | | | | | | | | | | | | | | | | | | |

(DO NOT EXCEED 25 CHARACTERS)

[illegible]

(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

(DO NOT EXCEED 153 CHARACTERS)

OR

OR

- (i) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information must be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

- (d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.**

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

- (e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.
- (f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.
- (g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

- #### (h) NOTICE TO FOREIGN SUPPLIERS.

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

- (i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

**G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
(OCT 2003)**

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term **EFT** refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) CONTRACTOR'S EFT INFORMATION. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) MECHANISMS FOR EFT PAYMENT. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) SUSPENSION OF PAYMENT. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(f) EFT AND PROMPT PAYMENT. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT AND ASSIGNMENT OF CLAIMS. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) PAYMENT INFORMATION. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(FAR 52.232-33)

I190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)

(a) The Contractor agrees to submit to the Contracting Officer, upon request, a Material Safety Data Sheet (MSDS) that meets the requirements of 29 CFR 1910.1200(g) and the latest revision of Federal Standard No. 313 for all requested contract items. MSDSs must cite the contract number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer.

(DESC 52.223-9F06)

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (MAR 2005/APR 2002/OCT 2000)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

(2) **Forced or indentured child labor means** all work or service—

(i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.

(3) **Service-disabled veteran-owned small business concern—**

(i) Means a small business concern—

(A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(B) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(ii) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(5) **Veteran-owned small business concern means a small business concern—**

(i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(ii) The management and daily business operations of which are controlled by one or more veterans.

(6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(7) **Women-owned small business concern** means a small business concern--

(i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

(K1.01-10 CONT)

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal government;

(4) TYPE OF ORGANIZATION.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other: _____.

(5) COMMON PARENT.

- ☐ Offeror is not owned or controlled by a common parent.
- ☐ Name and TIN of common parent:
- Name _____
- TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it--

- ☐ is
- ☐ is not

a small business concern.

(2) VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it--

- ☐ is
- ☐ is not

a veteran-owned small business concern.

(3) SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it--

- ☐ is
- ☐ is not

a service-disabled veteran-owned small business concern.

(K1.01-10 CONT)

(4) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

☐ is
☐ is not

a woman-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

☐ is

a women owned business concern.

(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs)). The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs)). The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(K1.01-10 CONT)

(Check one of the following:)

NUMBER of EMPLOYEES

- ☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

AVERAGE ANNUAL GROSS REVENUES

- ☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)

(i) GENERAL. The offeror represents that either--

(A) It--

- ☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

(iii) ADDRESS. The offeror represents that its address—

- ☐ is
☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(K1.01-10 CONT)

(10) **HUBZONE SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that--

(i) It--

☐ is

☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is

☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) **REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has

☐ has not

(K1.01-10 CONT)

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It—

☐ has

☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

(Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **TRADE AGREEMENTS CERTIFICATE (JAN 2004) (DFARS 252.225-7020).** **(Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (JAN 2004), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.

(2) The following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(g) **BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004) (DFARS 252.225-7035).** **(Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (JAN 2004) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.**

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(Insert line item number)

(Insert country of origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products:

(K1.01-10 CONT)

(Insert line item number)_____
(Insert country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

(Insert line item number)_____
(Insert country of origin (if known))

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are

[] are not

and presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) [] have or

[] have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

[] are or

[] are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(i) CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

(Insert end product)_____
(Insert country of origin)_____
(Insert end product)_____
(Insert country of origin)_____
(Insert end product)_____
(Insert country of origin)

(K1.01-10 CONT)

(Insert end product)_____
(Insert country of origin)_____
(Insert end product)_____
(Insert country of origin)

(2) CERTIFICATION. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) **(1) ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for paragraphs _____.

(FAR 52.212-3/Alternates I/II)

**K1.01-12 SMALL BUSINESS PROGRAM NOTICE (DESC MAR 1999)
NOTICE.**

(a) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(b) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(DESC 52.219-9F25)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States** means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000, **tailored**)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(K85 CONT)

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**L117 NOTIFICATION OF TRANSPORTATION COMPANY TO BE UTILIZED IN THE DELIVERY OF PRODUCT
(PC&S) (DESC APR 2005)**

[] **Check here if not subcontracting with a transportation company in the performance of any resultant contract.**

(a) In the performance of any resultant contract, offeror agrees not to utilize transportation companies that have been debarred or suspended, are ineligible for receipt of contracts with Government agencies, are in receipt of a notice of proposed debarment or ineligibility from any Government agency, or are otherwise ineligible under Federal programs. Offerors shall submit the name, address, and telephone number of the transportation company(ies) that will be utilized in the performance of any resultant contract. In addition, it is requested that offerors provide the State(s) in which the transporter is authorized to conduct business.

(b) The information provided will not be used in the evaluation of offer prices. However, the information is subject to review by the Contracting Officer and could result in a nonresponsibility determination. Failure to provide the requested information may also render the offeror nonresponsible.

(c) Should any of the specified information change prior to award, offerors are required to provide the Contracting Officer with the updated information (also see the NOTIFICATION OF CHANGE IN TRANSPORTATION COMPANY clause in Addendum II).

Name, Address, and Phone Number
of Transportation Company

State(s) in which transporter
is authorized to operate

(DESC 52.247-9F60)

(ATTACHMENT A)

CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 5 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

☐ Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

REFERENCES:

COMPANY NAME	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	PRODUCT SUPPLIED	QUANTITY	METHOD OF DELIVERY (TT, TW, ETC.)	PLACE OF PERFORMANCE

(ATTACHMENT B)

PRICE DATA SHEET FOR FOB DESTINATION ITEMS ONLY		SP0600-06-R-0224
COMPANY NAME:		BASE REFERENCE DATE: 18 SEP 2006
BIDDER CODE:	CAGE CODE:	DISCOUNT PERCENTAGE: _____ % PER _____ DAYS

- a. Offer price shall exclude Federal Excise Taxes (FET). FET if applicable will be included on vendor's invoice as a separate item.
- b. Offer price shall include all State/Local Taxes and Fees that the Government is NOT exempt from paying.
- c. Please reference clauses I28.01 and I28.02-2 for a thorough understanding of taxes and fees.
- d. The Economic Price Adjustment Clause (B19.19) must be reviewed and understood prior to preparing your offer. This clause describes how award prices fluctuate during the contract period.
- e. Offerors must propose fully built up per gallon unit prices for all items. For other than evacuee line items, prices per gallon should reflect fully built up unit prices for fob destination delivery to the MC or SA identified for that line item. It is expected that in addition to the per gallon unit prices, offerors will also provide prices to account for the following "Additional Charges":

1. Idle/detention time at delivery points when trucks are not offloading/dispensing fuel.

Note: All time during which trucks are dispensing fuel into vehicles or equipment should be Accounted for in the fully built up line item unit price of fuel. The idle/detention rate is intended only for the periods when the truck is at the delivery point and is idle, waiting for the truck to be offloaded.

2. Travel from initial delivery points to downstream delivery points and travel from loading point to dispensing points.

ADDITIONAL CHARGES:

(Unless specified otherwise, additional charges will be applied to all line items offered upon.)

	BASE YEAR	OPTION YEAR 1	OPTION YEAR 2
1. Idle/Detention time:	\$ _____ per hr.	\$ _____ per hr.	\$ _____ per hr.
2. Travel Costs:	\$ _____ per mile	\$ _____ per mile	\$ _____ per mile

*** Note that while Offerors must submit prices in the foregoing format, Offerors may also submit an alternative proposal suggesting other pricing mechanisms to account for Additional Charges, which the Government will review to determine whether the alternative pricing represents a benefit to the Government.****

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